

REGULAR COUNCIL MEETING MAY 24, 2011

The regular meeting of the Council of the Town of Altavista was held in the Council Chambers of the Municipal Building, 510 Seventh Street on May 24, 2011 at 5:30 p.m.

1. Mayor Burgess called the meeting to order and presided.

Council members
present:

Mr. J.R. Burgess
Mr. Ronald Coleman
Mrs. Beverley Dalton
Mr. Charles Edwards
Mr. Bill Ferguson
Mr. Michael Mattox

Council members
absent:

Mr. Jay Higginbotham

Also present:

Mr. J. Waverly Coggsdale, III, Town Manager
Mr. Dan Witt, Assistant Town Manager
Deputy Chief Kenneth Walsh, Police Department
Mrs. Mary Hall, Administration

2. Mutual Aid Agreement

Mr. Coggsdale presented Council with a copy of the Mutual Aid Agreement with the Town of Hurt. He advised the Altavista Police Department has requested a Mutual Aid Agreement with the Town of Hurt in regard to Police support be approved. This agreement would benefit both jurisdictions.

A motion was made by Mr. Mattox, seconded by Mr. Coleman, that the Town of Altavista enter into a Mutual Aid Agreement with the Town of Hurt in regard to Police Support.

Motion carried:
VOTE:

Mr. J.R. Burgess	Yes
Mr. Ronald Coleman	Yes
Mrs. Beverley Dalton	Yes
Mr. Charles Edwards	Yes
Mr. Bill Ferguson	Yes
Mr. Mike Mattox	Yes

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of May, 2011, by and between **THE TOWN COUNCIL OF THE TOWN OF ALTAVISTA, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (Town of Altavista) and **THE TOWN COUNCIL OF THE TOWN OF HURT, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (Town of Hurt).

WITNESSETH:

WHEREAS, the parties hereto are municipal corporations within the Commonwealth of Virginia where police departments are established; and

WHEREAS, it is the desire of the parties hereto to enter into a Mutual Aid Agreement in accordance with the provisions of §15.2-1736, and any successor statute, of the Code of Virginia; and

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WHEREAS, the parties desire that the terms and conditions of this Mutual Aid Agreement be established.

NOW THEREFORE FURTHER WITNESSETH:

That for and in consideration of the mutual benefits to be derived from this police Mutual Aid Agreement, the parties hereto covenant and agree as follows:

1. Each party will endeavor to provide police support to each other within the capabilities available at the time a request for such support is made and within the terms of this Agreement.

2. The term "law-enforcement officer" as used in this Agreement shall mean any full-time or part-time employee of the police department of each Town who is responsible for the prevention or detection of crime and the enforcement of the penal, traffic or highway laws of the respective Towns and of this Commonwealth, including any auxiliary police officers lawfully appointed.

3. Requests for assistance pursuant to the terms and conditions of this Agreement may be made in person or by radio, telephone or any other method of communication, directly by and between supervisory law-enforcement officers on duty, or indirectly through administrative or dispatch personnel of either of the parties to this Agreement.

4. The personnel of the requested police department (hereinafter "PD") shall render such assistance under the direction of the Chief of Police or their respective designee of the requesting PD. Responding personnel should report to the person and/or location identified in the initial request for assistance. Supervision of the incident will be determined by the requesting PD. Once the mutual aid request is made, the requesting Town should determine the best method of communication. If the Towns' PDs have common radio channels, they should utilize the best appropriate frequency. Communication can also be made in person, by cell phone, or by issuing a radio with the necessary common frequency.

5. Law-enforcement support provided pursuant to this Agreement may include, but not be limited to the following resources: uniformed officers, canine officers, forensic support, plainclothes officers, special operations personnel and related equipment.

6. Nothing contained in this Agreement shall in any manner be construed to compel either of the parties hereto to respond to a request for police support when the law-enforcement officers of the PD to whom the request is made are, in the opinion of the requested PD, needed or are being used within the boundaries of the requested town, nor shall any such request compel the requested PD to continue to provide police support to the other PD when its law-enforcement officers or equipment, in the opinion of the requested PD, are needed for other duties within the boundaries of the requested PD's town.

7. In those situations not involving the provision of mutual aid upon request, law enforcement officers may also enter the other Town in furtherance of law-enforcement purposes, concerning any offense in which the entering police department may have a valid interest; provided, that the entering law-enforcement officers shall, as soon as practical, make such presence known to the police department of the entered Town.

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8. The responsibility for investigation and subsequent actions concerning any criminal offense shall remain with the police department of the town whose court has original jurisdiction over the offense. Entering law-enforcement officers shall promptly notify the police department of the entered town upon discovery of a crime over which a court of the entered locality has original jurisdiction.

9. All law-enforcement officers of the parties who are acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges, and immunities in each town, including the authority to enforce the laws of the Commonwealth of Virginia and laws and ordinances of the town within which they are present and to make arrests in each town, as he has within the town where he is employed and to perform the other duties of a law enforcement officer in each town. Such authority shall be in conformance with § 15.2-1736, and any successor statute, of the Code of Virginia and any other section of the Code of Virginia that may be applicable; however, law-enforcement officers of either town who are casually present in the other town shall have power to apprehend and make arrests only in such instances wherein an apparent, immediate threat to public safety precludes the option of deferring action to the police department of that town, or when such law-enforcement officer observes a person known to be wanted and subject to arrest, or for whom a warrant of arrest or capias exists.

10. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the town within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purpose of this Agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the town receiving assistance.

11. All pension, relief disability, worker's compensation, life and health insurance, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective town. Each party agrees that provisions of these benefits shall remain the responsibility of the primary employing town.

12. Each party agrees that, in activities involving the rendering of assistance to a requesting town pursuant to this Agreement, each party shall (i) waive any and all claims against all other parties hereto which may arise out of their activities outside their respective town; and (ii) indemnify hold and save harmless to the extent it is legal to do so the other parties from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties outside their respective town. It is expressly understood that the provisions of this paragraph shall not apply to the entry of law-enforcement officers into the other town pursuant to paragraph 7 of this Agreement. This Agreement does not constitute a waiver of any parties right to sovereign immunity or any other form of immunity any party may enjoy or be entitled to.

13. The parties shall not be liable to each other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. Neither shall the parties

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be liable to each other for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement.

14. Completeness of Agreement; Amendment. This Agreement represents the entire Agreement between the parties and supersedes any and all oral provisions. This Agreement may be amended only by written instrument signed by authorized representatives of the participating jurisdictions.

15. Effective Date and Duration of Agreement. This Agreement shall be in effect beginning at 12:01 a.m. June 1, 2011, and shall terminate upon notice of either party as follows:

Termination. Either party to this Agreement shall have the right to withdraw from this Agreement, with or without cause, by giving written notice to the other party by certified mail, return receipt requested. Such termination shall be effective thirty (30) days after receipt of notice of termination. This Agreement shall be presumed to be in full force and effect unless and until notice of termination is received.

WITNESSETH THE FOLLOWING SIGNATURES:

ATTEST:

TOWN OF ALTAVISTA

Clerk

By _____
Mayor

ATTEST:

TOWN OF HURT

Clerk

By _____
Mayor

3. Consideration of Application for a COPS Grant

Mr. Coggsdale advised of a request from Chief Hamilton for permission to seek COPS funding for one additional police personnel for the Altavista Police Department.

Mr. Mattox asked if this would be authorizing a new position.

Mr. Coggsdale responded this would allow Chief Hamilton to apply for the COPS funding and if the grant was awarded, Council would have to determine if they wanted to move forward. He noted the program pays for three years and the Town would be obligated for one year. After the fourth year, Council can determine if the position is needed, end the position or if there is a vacancy move the officer.

Mr. Edwards asked if this was a federal grant and asked if anyone had reviewed the federal budget. He stated if someone could make the case of needing another police officer he would be willing to move forward with the grant.

A motion was made by Mr. Coleman, seconded by Mr. Ferguson, authorizing Chief Hamilton to submit a COPS Hiring Program grant for FY2011.

Motion carried:

VOTE:

Mr. J.R. Burgess	Yes
Mr. Ronald Coleman	Yes
Mrs. Beverley Dalton	Yes
Mr. Charles Edwards	No

Mr. Bill Ferguson	Yes
Mr. Mike Mattox	Yes

4. Tourism Plan Presentation

Mrs. Jo Kelley, Altavista on Track Director, addressed Council and thanked them for the opportunity to discuss the Tourism Plan, one tool of economic development. She stated in 2007, Virginia Tourism Cooperation contacted this area and did an initial assessment. In 2009, an agreement was renewed to move forward with the planning process that Campbell County has put together. Tourism is a plan the county is expanding on. She mentioned the Town and the County could work together to identify the assets and benefits. A two-day work session on Tourism Assessment was held January 2010 and from that came a plan for Campbell County and a drafted plan for the Town of Altavista.

Ms. Sandra Tanner, Virginia Tourism Cooperation Development Specialist, presented Council with a power point presentation. She helps with the development of the Tourism Development Plan; bringing tourism to a new level. Ms. Tanner stated they gather information such as who the tourists are, how much money is coming into the community and how it can be improved. The activities in the community determine the length of stay for tourists and their return rate. When tourists return, is the opportunity for growth and development. Ms. Tanner stated tourism helps the economy by creating jobs, generating revenue, business development and civic tourism. She advised a strategic plan has been put together for the Town of Altavista. Ms. Tanner stated Virginia Tourism Cooperation would help with marketing the area and developing a website. She mentioned once the marketing information is put together, it needs to be placed in Welcome Centers throughout the state.

Mrs. Patty Eller, Altavista Chamber of Commerce, presented Council with the Altavista Tourism Plan Overview. She stated the goal is to “increase tourism in Altavista for the economic benefit of the business community and the Town”.

Objective 1: Create a Tourism Task Force

Mrs. Eller advised the Tourism Task force has been created.

Objective 2: Education on Tourism’s Value

Mrs. Eller advised training would be provided at no charge.

Objective 3: Optimize Existing Assets

Mrs. Eller stated this covers making the best of what we have.

Objective 4: Identify Dedicated Funding Sources

Mrs. Eller advised there is funding available.

Objective 5: Develop a Marketing Plan

Mrs. Eller stated there are sources available to help with this process

Objective 6: Establish a State Certified Visitor Center in Altavista

Objective 7: Develop Future Tourism Assets

Mrs. Eller stated this process has been pretty well thought out and planned. She felt this is important to the community and asked for Council’s support.

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A motion was made by Mrs. Dalton, seconded by Mr. Ferguson, to endorse the Virginia Tourism Plan.

Motion carried:

VOTE:	Mr. J.R. Burgess	Yes
	Mr. Ronald Coleman	Yes
	Mrs. Beverley Dalton	Yes
	Mr. Charles Edwards	Yes
	Mr. Bill Ferguson	Yes
	Mr. Mike Mattox	Yes

Mayor Burgess asked if there was anything else to bring before Council.

The meeting was adjourned at 6:38 p.m.

J. R. Burgess, Mayor

J. Waverly Coggsdale, III, Clerk